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action, the fact that they were infants at the time of executing it would have constituted an infirmity in title which equity should remove.

[Ed. Note.—For other cases, see *Trusts*, Cent. Dig. §§ 607-612; Dec. Dig. § 374.* 13 Va.-W. Va. Enc. Dig. 371.]

Appeal from Circuit Court, Brunswick County.

Suit by N. E. Spain against R. E. Clary and another. From a decree for complainant, respondents appeal. Affirmed.

B. A. Lewis, of Lawrenceville, for appellants.

Turnbull & Turnbull, of Lawrenceville for appellee.

WASHINGTON & O. D. RY. v. WESTING HOUSE ELECTRIC
& MFG. CO.

June 8, 1916.

[89 S. E. 131.]

1. Sales (§ 418 (6)*)—Contracts—Construction—Consequential Damages.—In an action for goods sold and delivered, the defendant pleading offset of special damages for delays, which damages were alleged to be in the contemplation of the parties, such damages could not be offset, the contract providing that the plaintiff should not be responsible for "any loss, damage, detention, or delay caused by fire, strike, civil or military authority, or by insurrection or riot, or by any other cause unavoidable or beyond its reasonable control, or, in any event, for consequential damages," since the term "consequential damages" is a technical phrase having an ascertained and definite meaning.

[Ed. Note.—For other cases, see *Sales*, Cent. Dig. § 1187; Dec. Dig. § 418 (6).* 12 Va.-W. Va. Enc. Dig. 10.]

2. Contracts (§ 156*)—Construction—Eiusdem Generis.—The ejusdem generis rule is invoked only for the purpose of ascertaining the intent and meaning of the language under consideration, and should not be applied so as to do violence to the language employed in the instrument under consideration.

[Ed. Note.—For other cases, see *Contracts*, Cent. Dig. § 737; Dec. Dig. § 156.* 3 Va.-W. Va. Enc. Dig. 398.]

3. Damages (§ 26*)—Natural and Probable Damages—In Contemplation of Parties—“Consequential Damages.”—Consequential damages arise when certain special facts are known to the defendant at the time of contract, which give notice to him that a breach would result in an otherwise unexpected loss.

[Ed. Note.—For other cases, see *Damages*, Cent. Dig. §§ 69, 236; Dec. Dig. § 26.* 4 Va.-W. Va. Enc. Dig. 172.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

4. Interest (§ 7*)—Recovery—Incident to Principal.—When an action is founded on a promise, express or implied, to pay money at a given day, interest on the principal sum from that day is a legal incident of the debt, and the right to it is founded on the presumed intention of the parties.

[Ed. Note.—For other cases, see *Interest*, Cent. Dig. §§ 17-19; Dec. Dig. § 7.* 7 Va.-W. Va. Enc. Dig. 823.]

Error to Circuit Court, Loudoun County.

Action by the Westinghouse Electric & Manufacturing Company against the Washington & Old Dominion Railway. Judgment for plaintiff, and defendant brings error. Affirmed.

C. E. Nicol, of Alexandria, *W. J. Lambert*, of Washington, D. C., *C. V. Meredith*, of Richmond, and *J. J. Darlington*, of Washington, D. C., for plaintiff in error.

John J. Jackson, *E. E. Garrett*, of Leesburg, and *Eppa Hunton*, of Richmond, for defendant in error.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.